

January 14, 1987

Mrs. Josefina González vda. Belaval
(Mrs. Emilio S. Belaval)
800 José Martí Apt. 5
Santurce, Puerto Rico

Dear Mrs. Belaval:

This is to confirm our agreement based on our meeting of Sunday, January 11, 1987.

1. You have indicated to me that you are the sole owner of the rights pertaining to the dramatic and other literary works of your late husband, the playwright and former Associate Justice of the Supreme Court of Puerto Rico, Emilio S. Belaval. I expressed an interest in adapting his play "CIELO CAIDO" into an up-to-date version in the English language. You expressed your agreement to allow me to undertake this task as well as your wishes to have me adapt any other of his plays which, in my opinion, would be suitable for the English language theatre, and you gave me copies of those plays I did not have, which I gratefully accepted.

2. I therefore undertake to write one or more full-length plays in the English language, based upon Mr. Belaval's dramatic works in Spanish, starting with "CIELO CAIDO", which title shall be "Sky's Fallen On Madison". I shall proceed with this adaptation with due diligence, and I shall exert every reasonable effort to remain faithful to the spirit and theme of "CIELO CAIDO" as well as of Mr. Belaval's other plays, although I reserve the right to change the title, form, content, characters and language of any play I choose to adapt.

3. That is, I shall write the plays independently. While I shall be glad to have your ideas and suggestions, I shall be under no obligation to adopt any of them; and if I do incorporate any of them in the script, our respective rights and obligations as herein fixed shall nevertheless remain the same.

4. When the play is completed, I shall be the sole owner of it. Among other things I shall have the sole and exclusive right to arrange for a stage production of it. If it is produced, I shall have, with respect to it, all the rights and privileges of dramatist as defined in the Dramatic Production Contract recommended by the Dramatists Guild.

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5. If any one play is produced, the authorship credit line in programs, billings, posters and advertisements shall read as follows: "Play by Irma Gual-Rexach, adapted from the play _____ by Emilio S. Belaval."

6. Whether or not any one play is produced, I shall have sole control of the sale, leasing or other disposition of it and of any and all subsidiary rights in it for all media, including (but not by way of limitation) screen, radio, television, book and magazine publication, and mechanical reproduction.

7. The net proceeds of any play, based on one by Mr. Belaval, as well as any and all subsidiary rights in it from whatever source derived, shall be divided seventy (70) percent to me and thirty (30) percent to you. I shall make every effort to collect these proceeds, and I shall remit your share promptly. Expenses such as agents' fees, secretarial fees, etc., shall be deducted from the gross proceeds before arriving at the net to be divided as aforesaid.

8. If I fail to complete the script of the first play ("CIELO CAIDO"), on or before two years from the date of this agreement, you shall be free to make any disposition thereof as you wish, without any obligation to me. However, in that event you shall not make use of any material of my composition which I may have shown or given you in the course of my work on the play prior to termination.

9. Nothing herein contained shall be deemed to constitute a partnership or joint venture between us.

10. Any question, dispute or misunderstanding arising out of this agreement or in connection with the first play or any subsequent adaptation of other plays by Mr. Belaval, shall be arbitrated by us before some person acceptable to both of us. If we cannot agree on such a person, the arbitrator shall be designated by the President of the Dramatists Guild. In either case the arbitrator's award shall be binding and conclusive on both of us.

11. No modification of this agreement shall be effective unless in writing and signed by both of us.

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12. The foregoing constitutes our entire understanding.

Please confirm below.

Sincerely yours,

IRMA GUAL-REXACH
(Member, The Dramatists Guild
Member, the American Bar Association
and the Puerto Rico Bar Association)

CONFIRMED AND ACCEPTED:

Dated: _____

Mrs. Josefina González vda. Belaval
(Mrs. Emilio S. Belaval)